

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590664

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mark' Andy, Inc.		08/06/2020	Corporation: MISSOURI
MAI Capital Holdings, Inc.		08/06/2020	Corporation: DELAWARE
Brandtjen and Kluge, LLC		08/06/2020	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA

Name:	Alter Domus (US) LLC
Street Address:	225 W. Washington Street, 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	3040968	A SMARTER WAY TO PRINT
Registration Number:	608178	A. B. DICK
Registration Number:	602223	A. B. DICK
Registration Number:	604247	A-B- DICK
Registration Number:	617867	ABDICK
Registration Number:	617674	ABDICK
Registration Number:	2513380	ANTHEM
Registration Number:	1089573	ARPECO
Registration Number:	1081593	ARPECO
Registration Number:	3546443	AURORA
Registration Number:	3549542	AURORA PRO
Registration Number:	2775199	COMCO
Registration Number:	1711005	DI
Registration Number:	5915194	DIGITAL ONE
Registration Number:	2598692	DIMENSION
Registration Number:	765029	KLUGE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1325455	KLUGE
Registration Number:	3274823	MARK ANDY
Registration Number:	3290960	MARK ANDY
Registration Number:	1450211	MEGA
Registration Number:	3103652	MOMENTUM
Registration Number:	2462138	PLATEMASTER
Registration Number:	1701282	PRESSTEK
Registration Number:	2429577	PRESSTEK DI
Registration Number:	2589329	PROFIRE
Registration Number:	5012273	QCDC
Registration Number:	5000404	QUICK CHANGE DIE CUT
Registration Number:	3876270	READY MOUNT SHEETS
Registration Number:	1995118	ROTOFLEX
Registration Number:	4822637	VERSA MAX

CORRESPONDENCE DATA

Fax Number: 2128066006
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 2128065400
Email: mvillarin@stroock.com, jmann@stroock.com
Correspondent Name: STROOCK & STROOCK & LAVAN LLP
Address Line 1: 180 Maiden Lane
Address Line 4: NEW YORK, NEW YORK 10038

ATTORNEY DOCKET NUMBER:	002828/0024
NAME OF SUBMITTER:	JEFFREY MANN
SIGNATURE:	/Jeffrey Mann/
DATE SIGNED:	08/06/2020

Total Attachments: 16

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GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Trademark Security Agreement”), dated as of August 6, 2020, by Mark’ Andy, Inc., a Missouri corporation, MAI Capital Holdings, Inc., a Delaware corporation, and Brandtjen and Kluge, LLC, a Missouri limited liability company (collectively the “Grantors”), in favor of ALTER DOMUS (US) LLC, as collateral agent and collateral trustee (in such capacities, the “Collateral Agent”), for the benefit of the holders of the Secured Obligations.

W I T N E S S E T H :

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of August 6, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented or otherwise modified from time to time, the “Security Agreement”) among MAI Holdings, Inc., a Delaware corporation, the Grantors from time to time party thereto, and the Collateral Agent.

Grantors are required to execute and deliver to the Collateral Agent this Trademark Security Agreement for the benefit of the holders of the Secured Obligations.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

(1) **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

(2) **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantors hereby grant to the Collateral Agent, for the benefit of the holders of the Secured Obligations, a security interest in and continuing lien on all of such Grantors’ right, title and interest in, to and under any Trademarks (collectively, the “Trademark Collateral”), along with all goodwill associated therewith, whether now owned or existing or hereafter acquired or arising and wherever located, including those Trademarks set forth in Schedule I, provided that no security interest therein is granted on any trademark applications filed on an intent-to-use basis in the United States Patent and Trademark Office to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity and enforceability of such intent-to-use trademark applications under applicable law.

(3) **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, and not in limitation of the security interests granted to the Collateral Agent, for the benefit of the holders of the Secured Obligations on behalf of itself and the other Secured Parties, pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

(4) **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

(5) **GOVERNING LAW.** This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


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IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

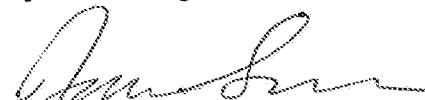
Mark' Andy, Inc.

By: 
Name: Jordan Goodman
Title: Vice President

MAI Capital Holdings, Inc.

By: 
Name: Jordan Goodman
Title: Vice President


Brandtjen and Kluge, LLC

By: 
Name: Jordan Goodman
Title: Vice President

[SIGNATURES CONTINUED ON NEXT PAGE]

ACCEPTED AND ACKNOWLEDGED BY:

ALTER DOMUS (US) LLC

By: 
Name: Joseph Mascherin
Title: Associate Counsel

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007016 FRAME: 0802

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK APPLICATIONS AND REGISTRATIONS

UNITED STATES TRADEMARKS

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner Name
A SMARTER WAY TO PRINT	78/510502	03-Nov-2004	3040968	10-Jan-2006	Registered	Presstek, LLC
A. B. DICK	71/660119	26-Jan-1954	608178	05-Jul-1955	Registered	Mark ² Andy, Inc.
A.B.DICK	71/660391	01-Feb-1954	602223	15-Feb-1955	Registered	Mark ² Andy, Inc.
A-B- DICK	71/660390	01-Feb-1954	604247	05-Apr-1955	Registered	Mark ² Andy, Inc.
ABDICK	71/645123	13-Apr-1953	617867	20-Dec-1955	Registered	Mark ² Andy, Inc.
ABDICK	71/660389	01-Feb-1954	617674	20-Dec-1955	Registered	Mark ² Andy, Inc.
ANTHEM	75/899831	20-Jan-2000	2513380	27-Nov-2001	Registered	Presstek, LLC
ARPECO	73/118388	08-Mar-1977	1089573	18-Apr-1978	Registered	Mark ² Andy, Inc.
ARPECO	73/118389	08-Mar-	1081593	10-Jan-	Registered	Mark ² Andy, Inc.

Schedule I to Grant of Security Interest in Trademarks

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner Name
		1977		1978	d	
AURORA	77/455895	23-Apr-2008	3546443	16-Dec-2008	Registered	Presstek, LLC
AURORA PRO	77/456662	24-Apr-2008	3549542	23-Dec-2008	Registered	Presstek, LLC
COMCO	76/468651	08-Nov-2002	2775199	21-Oct-2003	Registered	MAI Capital Holdings, Inc.
DI	74/154010	04-Apr-1991	1711005	01-Sep-1992	Registered	Presstek, LLC
DIGITAL ONE and Design	87/170995	14-Sep-2016	5915194	19-Nov-2019	Registered	Mark' Andy, Inc.
DIMENSION	75/899832	20-Jan-2000	2598692	23-Jul-2002	Registered	Presstek, LLC
KLUGE	72/166062	04-Apr-1963	765029	18-Feb-1964	Registered	Brandtjen and Kluge, LLC
KLUGE	73/467664	27-Feb-1984	1325455	19-Mar-1985	Registered	Brandtjen and Kluge, LLC
MARK ANDY	78/861936	14-Apr-2006	3274823	07-Aug-2007	Registered	MAI Capital Holdings, Inc.
MARK ANDY	78/930746	17-Jul-2006	3290960	11-Sep-2007	Registered	MAI Capital Holdings, Inc.
MEGA	73/482985	30-May-	1450211	04-Aug-	Registered	Mark' Andy, Inc.

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Trademark	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner Name
		1984		1987	d	
MOMENTUM	78/630409	16-May-2005	3103652	13-Jun-2006	Registered	Presstek, LLC
PLATEMASTER	75/515173	08-Jul-1998	2462138	19-Jun-2001	Registered	Mark ³ Andy, Inc.
PRESSTEK	74/154011	04-Apr-1991	1701282	21-Jul-1992	Registered	Presstek, LLC
PRESSTEK DI and Design	75/828084	22-Oct-1999	2429577	20-Feb-2001	Registered	Presstek, LLC
PROFIRE	75/943512	14-Mar-2000	2589329	02-Jul-2002	Registered	Presstek, LLC
QCDC	86/838393	03-Dec-2015	5012273	02-Aug-2016	Registered	Mark ³ Andy, Inc.
QUICK CHANGE DIE CUT	86/838413	03-Dec-2015	5000404	12-Jul-2016	Registered	Mark ³ Andy, Inc.
READY MOUNT SHEETS	77/968176	25-Mar-2010	3876270	16-Nov-2010	Registered	Mark ³ Andy, Inc.
ROTOFLEX and Design	74/691702	21-Jun-1995	1995118	20-Aug-1996	Registered	Mark Andy Canada Inc. and Mark ³ Andy, Inc.
VERSA MAX	86/017053	23-Jul-2013	4822637	29-Sep-2015	Registered	MAI Capital Holdings, Inc.

FOREIGN TRADEMARKS

Schedule I to Grant of Security Interest in Trademarks

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner Name
A.B. DICK	Australia	181953	23223	181953	7/31/1963	Registered	Presstek, Inc
MARK ANDY	Australia	703624	35125	703624	12/31/1996	Registered	MAI Capital Holdings, Inc.
ROTOFLEX	Australia	1287157	39871	1287157	10/12/2009	Registered	Mark Andy Canada Inc.
DI	Benelux	964823	36662	691215	11/1/2001	Registered	Presstek, LLC
PRESSTEK	Benelux	857829	34991	584818	10/1/1996	Registered	Presstek, LLC
PRESSTEK	Benelux	791158	33975	525164	8/1/1993	Registered	Presstek, LLC
DI	Brazil	822491486	36740	822491486	2/28/2012	Registered	Presstek, LLC
A SMARTER WAY TO PRINT	Canada	1256136	38474	TMAA673829	9/29/2006	Registered	Presstek, LLC
A.B.DICK	Canada	0239623	20878	TMAA108521	11/8/1957	Registered	Mark' Andy, Inc.
ANTHEM	Canada	1060469	36671	TMAA568889	10/16/2002	Registered	Presstek, LLC
ARPECO	Canada	0348751	26283	TMAA188326	2/2/1973	Registered	Mark' Andy, Inc.

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Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner Name
DI	Canada	1068797	36734	TMA602913	2/23/2004	Registered	Presstek, LLC
DI	Canada	1059349	36662	TMA561786	5/10/2002	Registered	Presstek, LLC
DIMENSION	Canada	1060470	36671	TMA575470	2/12/2003	Registered	Presstek, LLC
KLUGE	Canada	293817	24090	TMA153495	10/6/1967	Registered	Brandtjen and Kluge, LLC
MARK ANDY	Canada	1310634	38924	TMA712453	4/22/2008	Registered	MAI Capital Holdings, Inc.
PRESSTEK	Canada	793671	34970	TMA481731	8/27/1997	Registered	Presstek, LLC
PROFIRE	Canada	1059352	36662	TMA569234	10/22/2002	Registered	Presstek, LLC
PROFIRE EXCEL	Canada	1214432	38100	TMA646100	8/18/2005	Registered	Presstek, LLC
ROTOFLEX	Canada	1429648	39875	TMA816759	2/2/2012	Registered	Mark Andy Canada Inc.
SUREFIRE	Canada	1217219	38125	TMA677554	11/24/2006	Registered	Presstek, LLC
MARK ANDY	China (People's Republic)	1177779	35461	1177779	5/21/1998	Registered	MAI Capital Holdings,

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Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner Name
MARK ANDY (Chinese Characters)	China (People's Republic)	1177788	35461	1177788	5/21/1998	Registered	MAI Capital Holdings, Inc.
ROTOFLEX	China (People's Republic)	7241031	39881	7241031	10/28/2010	Registered	Mark Andy Canada Inc.
ROTOFLEX	Croatia	1102515	40856	1102515	11/9/2011	Registered	Rotoflex AG
PRESSTEK	Denmark	VAI99300039	33974	VR199502495	4/21/1995	Registered	Presstek, LLC
PRESSTEK	Denmark	VAI99507912	34991	VR199508673	12/22/1995	Registered	Presstek, LLC
ANTHEM	European Union (Community)	001684141	36677	001684141	10/16/2001	Registered	Presstek, LLC
COMPASS4015	European Union (Community)	008901266	40231	008901266	8/10/2010	Registered	Presstek, LLC
DI	European Union (Community)	4662995	38625	4662995	10/6/2006	Registered	Presstek, LLC
DIGITAL ONE Logo	European Union (Community)	016462277	42808	016462277	7/6/2017	Registered	Mark' Andy, Inc.
DIMENSION	European Union (Community)	001684174	36677	001684174	6/19/2001	Registered	Presstek, LLC
FIREPOWER	European Union	001663368	36664	001663368	6/15/2001	Registered	Presstek,

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Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner Name
	(Community)						LLC
FIRESTATION	European Union (Community)	001663541	36664	001663541	7/18/2002	Registered	Presstek, LLC
KLUGE	European Union (Community)	10411544	40858	10411544	4/13/2012	Registered	Brandtjen and Kluge, LLC
PRESSTEK	European Union (Community)	004857207	38728	004857207	2/14/2007	Registered	Presstek, LLC
PRESSTEK A SMARTER WAY TO PRINT	European Union (Community)	004830444	38708	004830444	2/6/2007	Registered	Presstek, LLC
PRESSTEK VECTOR	European Union (Community)	004862711	38730	004862711	1/30/2007	Registered	Presstek, LLC
PROFIRE	European Union (Community)	001663343	36664	001663343	7/12/2001	Registered	Presstek, LLC
PROFIRE EXCEL	European Union (Community)	003818341	38104	003818341	9/27/2005	Registered	Presstek, LLC
ROTOFLEX	European Union (Community)	008134025	39875	008134025	12/10/2009	Registered	Mark Andy Canada Inc.
ROTOFLEX	European Union (Community)	1102515	40856	1102515	11/9/2011	Registered	Rotoflex AG
SORRUS	European Union (Community)	009341801	40420	009341801	2/10/2011	Registered	Presstek, LLC

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Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner Name
DI	France	3029007	36664	3029007	5/18/2000	Registered	Presstek, LLC
PRESSTEK	France	93449559	33974	93449559	1/5/1993	Registered	Presstek, LLC
PRESSTEK	France	95593490	34992	95593490	10/20/1995	Registered	Presstek, LLC
DI	Germany	300076215	36558	30007621	5/18/2000	Registered	Presstek, LLC
DI	Germany	300394942	36670	30039494	8/17/2000	Registered	Presstek, LLC
PRESSTEK	Germany	395428157	34992	39542815	7/11/1996	Registered	Presstek, LLC
PRESSTEK	Germany	P44074	33981	2053062	12/29/1993	Registered	Presstek, LLC
PRESSTEK	Greece	F126669	34996	F126669	2/17/1998	Registered	Presstek, LLC
PRESSTEK	Greece	F112265	33981	F112265	9/18/1995	Registered	Presstek, LLC
ROTOFLEX	Int'l Registration - Madrid Agreement / Protocol	1102515	40856	1102515	11/9/2011	Registered	Rotoflex AG
PRESSTEK	Ireland	1995/07358	34992	172493	10/20/1995	Registered	Presstek, LLC

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Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner Name
PRESSTEK	Ireland	1993/0008	33973	157586	1/4/1993	Registered	Presstek, LLC
PRESSTEK	Ireland	1993/00009	33973	157587	1/4/1993	Registered	Presstek, LLC
PRESSTEK	Italy	362015000064759	34997	362015000064759	7/17/1997	Registered	Presstek, LLC
PRESSTEK	Italy	302013902116905	33987	0001526525	11/30/1995	Registered	Presstek, LLC
DI and Design	Japan	2000-100716	36782	4509066	9/21/2001	Registered	Presstek, LLC
DIMENSION	Japan	2000-072001	36705	4479321	6/1/2001	Registered	Presstek, LLC
PRESSTEK	Japan	H05-002605	33987	3110877	12/26/1995	Registered	Presstek, LLC
ROTOFLEX	Liechtenstein	1102515	40856	1102515	11/9/2011	Registered	Rotoflex AG
A SMARTER WAY TO PRINT	Mexico	725404	38531	1106575	6/18/2009	Registered	Presstek, LLC
ANTHEM	Mexico	437479	36727	678979	11/28/2000	Registered	Presstek, LLC
PRESSTEK	Mexico	159483	33997	436283	6/25/1993	Registered	Presstek, LLC
PRESSTEK	Mexico	247805	35016	511219	11/28/1995	Registered	Presstek,

Schedule I to Grant of Security Interest in Trademarks

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner Name
							LLC
PRESSTEK	Mexico	159482	33997	436282	6/25/1993	Registered	Presstek, LLC
PROFIRE	Mexico	432302	36699	663928	7/21/2000	Registered	Presstek, LLC
PROFIRE EXCEL	Mexico	654538	38110	836925	6/14/2004	Registered	Presstek, LLC
PROFIRE	Norway	2000-08191	36721	206974	2/15/2001	Registered	Presstek, LLC
PRESSTEK	Portugal	288724	33987	288724	1/21/1994	Registered	Presstek, LLC
PRESSTEK	Portugal	313182	34995	313182	8/16/1996	Registered	Presstek, LLC
DI	Russian Federation	2000718885	36733	233644	12/26/2002	Registered	Presstek, LLC
ROTOFLEX	Russian Federation	1102515	40856	1102515	11/9/2011	Registered	Rotoflex AG
ROTOFLEX	South Africa	2009/04359	39884	2009/04359	3/8/2011	Registered	Mark Andy Canada Inc.
PRESSTEK	Spain	MI1742653	34003	MI1742653	10/5/1995	Registered	Presstek, LLC
PRESSTEK	Spain	MI1742652	34003	MI1742652	10/5/1995	Registered	Presstek, LLC

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Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner Name
ANTHEM	Switzerland	08479/2000	36724	P-481495	2/13/2001	Registered	Presstek, LLC
DI	Switzerland	08865/2000	36733	P-478961	11/27/2000	Registered	Presstek, LLC
DIMENSION	Switzerland	08478/2000	36724	P-479116	11/30/2000	Registered	Presstek, LLC
PRESSTEK	Switzerland	50418/2006	38734	P-546852	6/9/2006	Registered	Presstek, LLC
PRESSTEK A SMARTER WAY TO PRINT	Switzerland	54747/2005	38750	P-543032	2/23/2006	Registered	Presstek, LLC
PROFIRE	Switzerland	10082/2000	36762	P-493867	1/17/2002	Registered	Presstek, LLC
PROFIRE EXCEL	Switzerland	01543/2004	38105	P-522594	6/15/2004	Registered	Presstek, LLC
ABDICK	Taiwan	077045195	32417	00441024	5/1/1989	Registered	Presstek, Inc
ABDICK	Taiwan	077047917	32435	00446823	7/1/1989	Registered	Presstek, Inc
ABDICK	Taiwan	077045196	32417	00465864	11/16/1989	Registered	Presstek, Inc
ABDICK	Taiwan	077047530	32431	00456572	10/1/1989	Registered	Presstek, Inc
ROTOFLEX	Turkey	1102515	40856	1102515	11/9/2011	Registered	Rotoflex AG
ROTOFLEX	Ukraine	1102515	40856	1102515	11/9/2011	Registered	Rotoflex AG

Schedule I to Grant of Security Interest in Trademarks

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner Name
DI	United Kingdom	2233046	36664	2233046	6/29/2001	Registered	Presstek, LLC
PRESSTEK	United Kingdom	2039105	34971	2039105	3/21/1997	Registered	Presstek, LLC

TRADEMARK

REEL: 007016 FRAME: 0814

Schedule I to Grant of Security Interest in Trademarks

NY 78155271v11

RECORDED: 08/06/2020